

### **Remarks**

Claims 1-69 stand rejected and remain pending. Claims 1 and 48 are amended herein. The Assignee respectfully requests reconsideration of the rejections and objections, and requests allowance of claims 1-69.

### **Claim Amendments**

Claim 1 is amended to delete all instances of the term “solely.” Claim 1 is further amended to indicate that the access device is “configured to engage in the wireline communication to communicate with the wireline switch and to engage in the wireless communication to communicate with the wireless switch.” Claim 48 is amended in a similar manner.

Support for the amendments is provided at page 8, lines 18-23, the of specification as originally filed. More specifically, the specification indicates in reference to Fig. 1 that “[t]he wireline switch 106 transmits ... wireline communications to the access device 104,” “[t]he wireless switch 108 transmits ... wireless communications to the access device 104,” and “[t]he access device 104 *receives the wireline communications from the wireline switch 106 and receives the wireless communications from the wireless switch 108.*” (Page 8, lines 18-23; emphasis supplied.) In other words, the access device receives the same wireline communications transmitted by the wireline switch and receives the same wireless communications transmitted by the wireless switch. Thus, the access device engages in both the wireline communication from the wireline switch and the wireless communication from the wireless switch.

### **New Matter Objection to the Specification Under 35 U.S.C. § 132(a)**

The amendment associated with the request for continued examination filed June 28, 2006 (hereinafter “the most recent response”) stands objected under 35 U.S.C. § 132(a) as introducing new matter into the disclosure. (Page 2 of the Office action.) More specifically, claims 1 and 48 were amended to indicate that the access device is configured to communicate with the wireline switch *solely* via the wireline communication and the wireless switch *solely* via the wireless communication.

In response, claim 1 is amended to remove all instances of the term “solely.” In light of these amendments, the Assignee contends that the specification contains no new matter, and respectfully requests withdrawal of the 35 U.S.C. § 132(a) objection.

Furthermore, the Assignee respectfully notes that objections regarding new matter in which only the claims have been amended typically are issued under the written description requirement of 35 U.S.C. § 112, first paragraph. (See, for example, MPEP §§ 706.03(o) and 2163.06(I).)

#### Note Regarding Arguments Made in Support of Independent Claims 27, 36 and 67

The Assignee respectfully contends that the arguments presented in the most recent response in support of original independent claims 27, 36 and 67 have not been specifically addressed in the Office action. (Please see pages 14-16 of the most recent response.) For example, with respect to claims 27 and 67, the Office action does not appear to address the argument that U.S. Patent No. 6,141,356 to Gorman (hereinafter “Gorman”) does not teach or suggest “an access device configured to receive the at least one wireline communication and the at least one wireless communication.” The Office action also does not appear to address several arguments in favor of patentability of dependents claims 2, 3, 49, 50 and 69. (Please see page 16 of the most recent response.) Thus, the Assignee respectfully requests that all arguments presented in this response be addressed in the next Office action.

#### Claim Rejection Under 35 U.S.C. § 102

Claims 1-6, 13-21, 23, 24, 26-37, 39, 41-50, 56-61, 63, 64 and 66-69 stand rejected under 35 U.S.C. 102(b) as being anticipated by Gorman. (Page 2 of the Office action.) The Assignee respectfully traverses the rejection in light of the amendments to claim 1 and 48, and in view of the following discussion.

#### *Claims 1 and 48*

Amended independent system claim 1 provides, in part, “an access device configured *to engage in the wireline communication* to communicate with the wireline switch *and to engage in the wireless communication* to communicate with the wireless

switch.” (Emphasis supplied.) Amended independent method claim 48 provides similar limitations.

The Office action alleges that Gorman discloses “an access device (62) configured to communicate with the wireline switch via the wireline communication and the wireless switch via the wireless communication (col. 6, lines 6-23 and col. 8, lines 35-56; figure 3).” (Page 3 of the Office action.) The Assignee respectfully contends that the element 62 referred to in the Office action does not teach or suggest the access device of claims 1 and 48.

The element 62 of Gorman is an ADSL (Asymmetric Digital Subscriber Line) modem coupled with a wireless controller 52 and a POTS (Plain Old Telephone Service) splitter 42. (See Fig. 3.) The ADSL modem 62 communicates with the POTS splitter 42 by way of a high-speed data output/input 48 *by way of existing telephone wiring 61*. (Column 8, lines 17-19.) The ADSL modem 62 also may provide low-speed data to a low-speed data input 51 of the wireless controller 52 via “a connection 80 from the wireline distribution system 60 *using a conventional RJ-11 telephone jack*.” (Column 6, lines 12-15; emphasis supplied.) Thus, each connection provided by the ADSL modem 62, including those to the router 63 and the network interface card 82 of the personal computer 82 shown in Fig. 3, are *wired connections*. Thus, since each of independent claims 1 and 48 provide or describe an access device engaging in *wireless* communication, the Assignee contends that Gorman does not teach or suggest such an access device, and such indication is respectfully requested.

#### *Claim 27*

Independent system claim 27 provides, in part, “an access device configured to *receive* the at least one wireline communication [from the wireline switch] and *the at least one wireless communication* [from the wireless switch].” (Emphasis supplied.)

With respect to claim 27, the Office action indicates that Gorman discloses “an access device configured to receive the at least one wireline communication and the at least one wireless communication (col. 8, lines 35-56).” (Page 6 of the Office action.) The Assignee respectfully disagrees, based on the discussion above.

For example, the cited section of Gorman only discusses how “the wireline system 60 uses the existing telephone wiring 61 in the subscriber home, business or small office to distribute high-speed data throughout the customer premises 20.” No discussion of an access device being configured to receive a wireline communication *and a wireless communication* is provided therein. More specifically, as described above, the ADSL modem 62, employed in the Office action as the “access device,” is not configured to receive the at least one wireless communication, as set forth in claim 27, as the ADSL modem 62 does not receive *any* wireless communications. For at least these reasons, the Assignee asserts that claim 27 is allowable in view of Gorman, and such indication is respectfully requested.

#### *Claim 36*

Independent system claim 36 provides at least “an access transceiver configured to *communicate using* a wireline communication and *a wireless communication*.” The Office action indicates that such an access transceiver is provided in the ADSL modem 62 of Gorman, discussed at column 6, lines 6-23; column 8, lines 35-56; and Fig. 3. (Page 8 of the Office action.) Again, the Assignee respectfully disagrees, as the ADSL modem 62 is only configured to communicate using a wireline communication, and thus is not configured to communicate using a wireless communication. Even if data transmitted from or received by the ADSL modem 62 is transferred over a wireless connection remotely from the modem 62, the ADSL modem 62 itself is not configured to communicate using a wireless connection, as set forth in claim 36.

Claim 36 also provides “a medium access control layer configured to control access to the access transceiver for communicating the wireline communication and the wireless communication.” The Office action indicates that such a medium access control layer is shown in Fig. 3. (Page 8 of the Office action.) Given the scope of Fig. 3, however, which shows all of the electronic equipment at a particular customer premises 20, the Office action does not denote any particular structure therein as the medium access control layer. Moreover, the text of Gorman does not appear to discuss a medium access control layer at any level.

Thus, based on at least these reasons, the Assignee contends claim 36 is allowable in view of Gorman, and such indication is respectfully requested.

*Claim 67*

Independent method claim 67 provides, in part, “*receiving the at least one wireline communication and the at least one wireless communication at an access device.*” (Emphasis supplied.) Thus, the access device of claim 67 can communicate directly by way of either wireline communication or wireless communication.

The Office action alleges that the same portions of Gorman noted earlier (column 6, lines 6-23; and column 8, lines 35-56) teach receiving the at least one wireline communication and the at least one wireless communication *at an access device*. (Page 10 of the Office action; emphasis supplied.) Again, the Assignee respectfully disagrees, as those sections of Gorman do not teach or suggest receiving at least one wireless communication *at the ADSL modem 62*, which only communicates with other devices, such as the wireless controller 52, by *wired* connection. Thus, in view of at least this reason, the Assignee contends claim 67 is allowable in view of Gorman, and such indication is respectfully requested.

*Claims 2-6, 13-21, 23, 24, 26, 28-35, 37, 39, 41-47, 49, 50, 56-61, 63, 64, 66, 68 and 69*

Claims 2-6, 13-21, 23, 24 and 26 depend from independent claim 1, claims 28-35 depend from independent claim 27, claims 37, 39 and 41-47 depend from independent claim 36, claims 49, 50, 56-61, 63, 64 and 66 depend from independent claim 48, and claims 68 and 69 depend from independent claim 67, thus incorporating the provisions of their respective independent claims. Thus, the Assignee these claims are allowable for at least the reasons provided above in support of claims 1, 27, 36, 48 and 67, and such indication is respectfully requested.

Additionally as to claims 2 and 3, the access device may be configured “to receive the wireless communication from the wireless switch” (claim 2) or “to transmit the wireless communication to the wireless switch (claim 3). Claims 49 and 50 similarly include “receiving the wireless communication from the wireless switch *at the access device*” (claim 49) or “transmitting the wireless communication to the wireless switch

*from the access device*” (claim 50). (Emphasis supplied.) Since Gorman clearly does not teach or suggest transmitting wireless communications from, or receiving wireless communications at, the ADSL modem 62, the Assignee asserts that claims 2, 3, 49 and 50 are allowable for at least this additional reason, and such indication is respectfully requested.

Regarding claim 69, which includes “transmitting [a] plurality of wireless communications *to the access device*” (emphasis supplied), the Office action indicates that such an operation is discussed at column 6, lines 6-23 of Gorman. (Page 10 of the Office action.) That portion of Gorman only discusses *wired* communications between the wireless controller 52 and the ADSL modem 62, as mentioned above. Thus, the Assignee asserts that claim 69 is allowable in view of Gorman for at least this additional reason, and such indication is respectfully requested.

Therefore, in light of the foregoing, the Assignee respectfully requests withdrawal of the 35 U.S.C. § 102 rejection of claims 1-6, 13-21, 23, 24, 26-37, 39, 41-50, 56-61, 63, 64 and 66-69.

#### Claim Rejections Under 35 U.S.C. § 103

Claims 7-12, 22, 25, 38, 40, 51-55, 62 and 65 stand rejected under 35 U.S.C. § 103(a) as being unpatentable over Gorman in view of well-known prior art. (Page 10 of the Office action.) The Assignee respectfully traverses the rejection in view of the comments provided above.

Specifically, claims 7-12, 22 and 25 depend from independent claim 1, claims 38 and 40 depend from independent claim 36, and claims 51-55, 62 and 65 depend from independent claim 48, thus incorporating the limitations of their corresponding independent claims. Thus, the Assignee contends that these claims are allowable for at least the reasons provided in support of claims 1, 36 and 48, and therefore respectfully requests withdrawal of the 35 U.S.C. § 103(a) rejection.

Conclusion

Based upon the above remarks, the Assignee submits that claims 1-69 are allowable. Additional reasons in support of patentability exist, but such reasons are omitted in the interests of clarity and brevity. The Assignee thus respectfully requests allowance of claims 1-69.

The Assignee believes no fees are due with respect to this filing. However, should the Office determine additional fees are necessary, the Office is hereby authorized to charge Deposit Account No. 21-0765 accordingly.

Respectfully submitted,

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**SIGNATURE OF PRACTITIONER**

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